

APPENDIX B

PRECONSTRUCTION CONFERENCE GUIDANCE

Section I. Preconstruction Conference Attendance Format

Preconstruction Conference Attendance

Contract No. _____

Name (Title or Rank)	Representing	Telephone No.
_____	_____	_____
_____	_____	_____
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PRECONSTRUCTION CONFERENCE GUIDANCE

Section II. Agenda for Preconstruction Conference

NOTE: Selection of items for discussion should be based on the job requirements and the experience of the contractor.

Contract No.: _____
Project: _____
Contractor: _____
Time and Date: _____
Place: _____

1. Introduction and Outline of Conference.

Introduction of attendees.
Outline of conference.
Outline of chains of command.

2. Safety.

EM 385-1-1, Safety and Health Requirements Manual.
Accident prevention.
Accident reporting.
Cleaning up.
Activity hazard analysis.

3. Design Briefing (if required).

Briefing on design criteria.
Briefing on critical areas to observe during construction.

4. User Coordination.

5. Labor Relations.

Davis-Bacon Act.
Contract Work Hours Standards Act.
Apprentices.
Payroll and payroll records.
Compliance with Copeland Act requirements.
Withholding of funds.
Contract termination.
Subcontracts.

6. Defense Priorities and Allocations System. (DPAS)

Priorities, allocations, and allotments.
Buy American Act.
Government-furnished property (when applicable).
Salvage materials and equipment (when applicable).

7. Environmental Protection.

8. Administrative and Technical Requirements.

Contract clauses.
Special clauses.
Using service regulations.
Correspondence procedures.

9. Contractor Organization.

Responsible representative at home office.
Responsible representative at job site.
Quality control personnel.
Authorities of representatives.
Plan of operation.

10. Discussion.

Critical items.
Problem areas.
Questions.

PRECONSTRUCTION CONFERENCE GUIDANCE

Section III. Preconstruction Conference Sample Minutes

Location:

For:

Contract No.

Contractor:

Address:

Zip Code:

Contracting Officer and ACO:

Contracting Officer Representative:

Resident Engineer:

1. **Commencement.** The conference convened at _____ hours on _____ at the _____ Resident Office.

2. **Introduction.** Each of the persons attending the meeting introduced themselves. _____ explained the purpose of the meeting, which is to orient the contractor with respect to safety, resident office, and other requirements; introduced the Corps of Engineers, the contractor, and the using service personnel; and held a general discussion of items of major importance with respect to the contract. A list of personnel attending the meeting is attached.

3. **Notice to proceed.** Notice to proceed was issued on _____. The contract amount is _____. The contract time is _____ calendar days after receiving the notice to proceed. Notice to proceed was acknowledged on _____, establishing a contract complete date of _____. Interim completion dates are as follows:

4. Authorization and organization.

a. Authorization. The authorized representative of the contracting officer is authorized to administer the contract under authority delegated by the contracting officer. The administrative contracting officer (ACO), operating under specific authority delegated by the contracting officer, may issue modifications under the changes clause of the contract up to \$100,000, or such other amount as is written in the delegation of authority to the ACO. Only the contracting officer and the ACO within the limits of

delegated authority may make changes to the contract. There is no existing authority with the Corps of Engineers to waive any contract requirement.

b. Resident office organization. The resident office organization consists of the following personnel with the following responsibilities: _____ is the assistant resident engineer who acts on behalf of the resident engineer. Project engineer, _____, and construction representative, _____, have authority to ensure construction contract compliance by issuing advice when construction does not comply with contract requirements. _____, office engineer, administers the office functions; i.e., labor relations, modifications, pay estimates, and administrative details.

c. Contractor's organization. _____ is the project superintendent who is responsible for constructing the project safely and on time, and for negotiating and signing modifications to the contract. _____ is the chief, quality control, and is responsible for quality control and job safety in accordance with the contract. Subcontractors, with a brief description of work to be performed, are as follows:

(1)

(2)

(3)

The normal work shift will be from _____ a.m. until _____ p.m.
_____ days a week.

5. **Safety.** The contracting officer has advised the contractor by letter that all work under this contract will be done in accordance with provisions of the Corps of Engineers' Safety and Health Requirements. The basis for this action is contract clause "Accident Prevention." This clause further provides that the contractor will take such additional measures as the contracting officer may determine to be reasonably necessary for the purpose. The contractor is also required by law to comply with the Safety and Health Regulations for Construction (CFR, Title 29, Part 1926). As the contracting officer's representative, it is the resident engineer's responsibility to review the contractor's written safety program before starting work. Information and guidelines for

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preparing the proposal were presented at the preaward conference. The proposal (has) (has not) been received and (has) (has not) be reviewed. The proposal submitted (is) (is not) adequate for the type of work to be performed. The proposal, as approved, will be the safety program for this project. Copies of the safety program will be made available:

- a. To all supervisors and all quality control personnel.
- b. To each subcontractor and its supervisors.

c. On bulletin boards for information and guidance of all concerned. Under the terms of the "Accident Prevention" clause, the contractor is responsible for subcontractor compliance with EM 385-1-1. This responsibility is further extended to subcontractor compliance with the safety program developed for this project. The contract special clause "Contractor Quality Control" specifies that each quality control inspector will be responsible for inspecting the work for compliance with EM 385-1-1 and the contractor's approved safety program, and immediately shall bring to the attention of the contractor's supervisory personnel any unsafe working condition and/or instances of noncompliance noted. The quality control inspector's safety activities will be documented as required by section 2, Accident Reporting and Recordkeeping inspected before it is allowed to be used on the job. All work on electrical lines or equipment will be done deenergized, unless otherwise authorized by the resident engineer. The contractor is responsible for preparing a hazard analysis plan in accordance with the special clause. The purpose of this preplanning is to provide the contractor and the resident engineer an opportunity to analyze the major phases of the construction for hazards peculiar to the particular operation. Major safety hazards the resident engineer anticipates during construction are:

- (1)
- (2)
- (3)
- (4)

The contractor's accident prevention preplanning will cover the above items. Finally, the onsite representatives will be monitoring the safety activities. Failure to comply with the safety requirements of the contract will require the contracting officer to exercise the remedies outlined in subparagraph (d) of the "Accident Prevention" clause. The minutes of this meeting, being agreed to and signed, will become a part of the safety program for this project. A copy of these minutes will be on file at the job site.

6. Value engineering. VE is an organized effort directed at analyzing the function of construction, systems, equipment, and supplies for achieving the required function at the lowest overall cost consistent with the requirements for performance reliability and maintainability. VE may be simply defined as the use of every available means to attain only the required functions at a minimum of cost. The VE clause of the contract indicates the method for preparing and processing a VE submittal as well as the method of computing equitable adjustments in the contract price. Due to the substantial savings in construction cost which have resulted from the use of VE, district personnel, including the district commander, are vitally interested in the contractor making a concerted effort to find ways of securing the required functions of the facility at a figure less than present contract price. An expeditious review will be given to VE proposals. To expedite this review, it is requested that the proposals be furnished in a format similar to that furnished in the VE Newsletter sent to the contractor. This proposal should be furnished to the resident engineer to review for completeness and expeditious forwarding to the VE Officer, together with any known background data and recommendations. Final action is expeditious in order that maximum cost reduction in the contract may be obtained.

7. Local regulations. The following items concerning using service operation were discussed:

- a. Identification of workers and vehicles.
- b. Requests for outages and street closings.
- c. Regulations concerning welding and cutting.
- d. Fire regulations.
- e. Strike.

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- f. Haul roads.
- g. Traffic control.
- h. Storage of materials.
- i. Utilities furnished.
- j. Salvage property.
- k. Government-furnished property.
- l. Security requirements.
- m. Waste and borrow areas.
- n. Permits.

8. DPAS System. All purchase orders issued for military construction projects should be marked to include a DO-C2 priority rating to ensure as prompt a delivery as possible. It is the contractor's responsibility to secure deliveries as required to maintain satisfactory progress on the job. However, if materials are not delivered as promised, the resident office can provide expediting assistance.

9. Environmental protection. The resident engineer advised the contractor that environment protection is a requirement of the contract specifications and that it would be necessary for him to comply with all environmental pollution control programs established by the contract, the city, and the state. The following items were discussed in detail:

- a. Protection of existing trees, shrubs, and grass.
- b. Dust control on haul roads, excavation work, and borrow areas.
- c. Keeping toilet facilities clean.
- d. Services performed during working hours.
- e. Burning materials.

The contractor was instructed to furnish to the resident office within 10 days a proposal for implementing the environmental pollution control program.

10. Progress reporting.

a. Progress schedule (note to RE-delete if N/A). The contract requires that the contractor submit a schedule showing how the work will be performed and the sequencing of work. This schedule shall present a feasible and practicable plan to accomplish all of the work in accordance with the contract requirements. The schedule shall show a breakdown of the principal features of the work by bar graphs, with contract cost and curve plotted so that the percentage of work scheduled for completion at any given date may be determined. ENG Form 2454, Construction Progress Chart, (was) (was not) discussed since the contractor (was) (was not) familiar with this item. This progress schedule is also necessary to process partial payment estimates. Partial payment estimates cannot be processed until the schedule is submitted, reviewed, and approved. The cut-off date will be the _____ of each month for payment estimates.

b. Network analysis system (note to RE--delete if N/A). The contract requires the use of the network analysis system for the surveillance of the contract progress. This network analysis will indicate the proposed method of conducting the work required under the contract. A specific discussion was held which advised the contractor of due dates for preliminary and/or a complete network analysis system. The specific requirements in the contract concerning the following items were discussed:

(1) The diagrams shall show the order and interdependence of activities and the sequence in which the work is to be accomplished.

(2) Detailed network activities shall include, in addition to construction activities, the submittal and approval of samples of materials and shop drawings; procurement of critical materials and equipment; and fabrication, installation, and testing of special materials and equipment.

(3) The contractor shall submit at monthly intervals a report of the actual construction progress by updating the mathematical analysis. The reports shall show the activities or portions of activities completed, and their total value will be used as a basis for the contractor's periodic request for payment.

(4) The contractor shall also submit a narrative report with the updated analysis, which shall include but not be limited to a description of the problem areas, current and anticipated delays, their impact, and an explanation of corrective action taken or proposed.

11. Correspondence. All correspondence pertaining to this contract should be addressed to the resident engineer, U.S. Army Corps of Engineers, in original with two copies.

12. Record drawings. It is the responsibility of the contractor's quality control organization to maintain record drawings. Three sets of marked-up drawings are required, and one up-to-date, marked-up set should be on the job site at all times. The record marked up prints shall be currently accurate and be jointly inspected monthly for accuracy and completeness by the contractor's quality control personnel and the contracting officer's representative. Two copies of the preliminary record marked prints shall be furnished to the contracting officer at the of final inspection for review and approval. At the time of approval of preliminary record drawings, the contracting officer will furnish the contractor the tracings of the original set of contract drawings. Thirty days after receiving the approved record preliminary drawings and the tracings, the contractor shall submit to the contracting officer the final record drawings, the approved preliminary record marked prints, and all required reproduced items. The specific requirements for preparing these are listed in the contract specifications.

13. Modifications. Upon receiving the letter requesting a proposal, the contractor should review the change work, estimate costs, and furnish a proposal to the contracting officer's representative as expeditiously as possible. This proposal should include a complete cost breakdown indicating all labor, materials, equipment, and subcontract costs for evaluation. This will be reviewed by the contracting officer's representative, and a meeting will be held for any negotiations necessary to arrive at a fair and equitable adjustment in cost and time for the changed or additional work.

Modifications will not proceed without written authority or direct instructions from the contracting officer or the ACO; otherwise, the contractor assumes the risk of not being reimbursed for additional expenses. Should the using service desire something different from that required by the contract, the Corps must issue a change prior to the contractor taking any action. Should the contractor act without direction from the Corps, it may be at the contractor's own expense.

14. **Quality control program.** There is a contract requirement for the contractor to maintain an adequate inspection system and perform such inspections to assure that the work conforms to the contract requirements and to maintain and make available to the Government adequate records of such inspections. The contract indicates the number and types of personnel required for the contractor's quality control organization to perform these inspections. The contract also includes the types and description of inspections necessary for each definable item or segment of work. The contractor is required to give careful consideration to an inspection plan for accomplishing this responsibility. This plan is furnished to the Government. The items which must be covered by this inspection plan are listed in the contract. For the other items of work which must be accomplished by the inspection system, there are specific instructions included in both special and technical clauses of the contract.

15. **Time extensions.** Attention was called to the paragraph entitled "Time Extensions for Unusually Severe Weather" included in the construction special clauses. This contains the procedure which will be used to determine the number of days to be included in allowable time extensions for weather delays. This system operates most successfully when the contractor submits a letter at the end of each month during which adverse weather was encountered and caused a delay of the work.

16. **Liquidated damages.** Liquidated damages for failure to complete the work on schedule are _____

_____.

17. Submittals. The contractor shall review and approve submittals from subcontractors and suppliers and transmit submittals to the contracting officer as called for in the specifications. Submittals to the CO shall be either for "approval" or for "information only" as indicated in the contract. If approved by the contracting officer, each copy of the drawings will be identified as approved by being stamped and dated. The contractor shall make any corrections required by the contracting officer. If the contractor considers any corrections indicated on the submittals to constitute a change to the contract drawings or specifications, notice (as required under the clause "Changes") must be given to the contracting officer. _____ sets will be returned to the contractor. Approval of the drawings by the contracting officer shall not be construed as a complete check, but will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the contractor of the responsibility for the dimensions and design of adequate connections, details, and satisfactory construction of all work. The contractor shall certify, with each submittal of shop drawings, that the shop drawings have been reviewed in detail and that they are correct and in strict conformance with the contract drawings and specifications, except as otherwise stated. Not less than _____ days should be allowed for review by the contracting officer.

18. Payrolls. Timely submittal is required for certified copies of all the contractor's payrolls, including DD Form 879, Statement of Compliance, which contains a fringe benefits statement. The employee must be paid proper wages for the type of work done, and this may include more than one type of work for a single worker. The project bulletin board displaying wage rates and an equal opportunity poster should be installed according to contract requirements. Employees will be interviewed periodically by a Government representative to ensure compliance with applicable wage rates. The contract includes specific instructions concerning fringe benefits and overtime provisions. These were discussed fully including a \$10.00 per day penalty for each overtime violation and the withholding of a sufficient amount to cover violations of the Davis-Bacon Act. The remaining information in "Instructions to Contractors on Contract Labor Requirements," which had been previously furnished to the contractor, was discussed, including: Apprentices, information required on payrolls, correction of payrolls, subcontractor requirements, labor disputes, and equal opportunity requirements.

19. **Payment estimates.** The ending date for work to be included in the monthly payment estimates shall be as previously stated. Allowance will be given for properly stored materials which are included in invoices submitted by the contractor. Payment for completed items of work will be based upon amounts agreed to mutually by the contractor and a representative of the resident office prior to the pay estimate ending date.

20. **Insurance.** Evidence shall be furnished indicating compliance with workmen's compensation, comprehensive general liability, and automobile liability as required by the contract. Also, the requirement for notice to the contracting officer prior to cancellation is discussed.

21. **Special Technical Aspects.** A discussion was held concerning:

- a. Status of concrete mix design.
- b. Special protection or processing of aggregate.
- c. Testing of cement, admixtures, and curing compound.
- d. Concrete protection and curing.
- e. Phasing of work.
- f. Questions by contractor.

22. **Repetitive deficiencies.** A discussion was held concerning repetitive construction deficiencies peculiar to this type of construction.

23. **Warranty of construction.** The warranty of construction clause requires the contractor, subcontractors, manufacturers, and suppliers to warrant that all work under the contract conforms to the contract specifications and contains no defect of workmanship, material, or design for a period of 1 year after final acceptance. Although the initial period of the warranty is 1 year, this clause requires that any item of work requiring corrective action is further warranted for an additional year from the completion of the remedial work. The contractor is responsible not only for its own work, but for damage to other property caused by failure of that work.

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24. **Forms and guides.** The contractor was furnished the following supply of forms and guides:

a. Instructions to the contractor on contract labor requirements.

b. Equal opportunity posters.

c. Monthly Exposure Reports.

d. First aid case history.

e. ENG Form 4025, Transmittal of Shop Drawings, Equipment Data, Material Samples, or Manufacturer's Certifications of Compliance For Approval.

f. Instructions to the contractor for transmittal of shop drawings.

g. ENG Form 4288, Submittal Register.

h. DD Form 879, Statement of Compliance.

i. Concrete placement checklist.

j. Concrete strength tests.

k. ENG Form 2454, Construction Progress Chart.

l. Progress reports, military.

m. SF 1413, Statement and Acknowledgement.

n. Quality control guide for testing of materials and equipment.

Contractor

U.S. Army Corps of Engineers